

P.O. Box 7159
Austin, Texas 78713-7159

Section 5. Schedule and Term of Agreement. The project will begin on full execution of this Agreement or 1 January 2009, whichever is later and shall terminate on 1 May 2010.

This AGREEMENT may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The right to terminate provided in this section shall be in addition to, and is cumulative of, all other rights and remedies available to the parties at law or in equity.

This AGREEMENT may be terminated by the CITY upon at least thirty (30) days written notice to CTR in the event that the STUDY is abandoned or indefinitely postponed.

This AGREEMENT may be terminated at the CITY'S convenience upon thirty (30) days written notice; in which event, CTR shall be compensated for all services performed to termination date, together with Other Direct Costs then due, and the CITY shall retain the right to continue the STUDY.

In the event of termination not the fault of CTR, CTR shall be compensated for all services performed to termination date, together with Other Direct Costs then due.

Section 6. Certifications. The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of UT-AUSTIN. Payment for the services performed by UT-AUSTIN will be made from current revenues available to the CITY.

APPROVED AS TO FORM:

CITY OF AUSTIN:

Assistant City Attorney

By: _____
Name: _____
Title: _____
Authorized Representative
Date: _____

UT-AUSTIN:

By: _____
Susan W. Sedwick, Director
Office of Sponsored Projects
Date: _____